

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 10		
2. Amendment/Modification No. P00003		3. Effective Date 2003AUG29		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 SFAE-GCSS-W-BCT CURTIS SMITH (586)573-2086 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SMITHCU@TACOM.ARMY.MIL			Code W56HZV	7. Administered By (If other than Item 6) DCMC RAYTHEON TI SYSTEMS 13350 FLOYD RD SUITE 100 DALLAS, TX 75243-1588			Code S4408A
				SCD C	PAS NONE	ADP PT HQ0339	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON COMPANY 2501 W UNIVERSITY DRIVE P.O. BOX 801, M/S 8064 MC KINNEY, TX. 75070-0801  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>	9A. Amendment Of Solicitation No.		
				<input type="checkbox"/>	9B. Dated (See Item 11)		
				<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE07-02-D-B001		
				<input type="checkbox"/>	10B. Dated (See Item 13) 2002JUN27		
Code 96214		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) Payment will be made by Electronic Funds Transfer NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: 7							
<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In			
<input checked="" type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).						
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:						
<input type="checkbox"/>	D. Other (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION   Contract Expiration Date: 2004JUN06							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)573-2072			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2003AUG29	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

1. This Modification P00003 to Requirements Contract DAAE07-02-D-B001 is a bilateral action.
2. The purpose of this Modification P00003 is to:

a) Incorporate paragraph C.20, entitled "Contractor Support During Contingency Operations (Priced Option)" into Section C

b) Reserve paragraph C.19

c) Incorporate paragraph H.29, entitled "Contingency Deployment Support Option."
3. Except as changed by this modification P00003, all other terms and conditions of the contract remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 003 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
C.19 Reserved

C.20 CONTRACTOR SUPPORT DURING CONTINGENCY OPERATIONS PRICED OPTION

C.20.1 The potential exists that a deployment shall be required by Contractor personnel to support a Major Regional Contingency and/or other hostile action in an OCONUS location. Upon notification by the Contracting Officer, the Contractor shall be prepared to deploy personnel, equipment, supplies, and material in support of contingency deployment operations within 48 hours. All contractor equipment shall be capable of being operated in a forward deployed field location under combat conditions. The Government will provide transportation of personnel and material to the deployment sites unless otherwise stated below in accordance with the Commanders Time Phased Deployment Data (or at the commanders prerogative).

C.20.1.1 The Contractor shall deploy to support up to one Brigade Combat Team(s) or elements thereof and provide maintenance and logistical support MITAS, LRAS3 and DVE systems to deployed Stryker and HMMWV vehicles assigned to the 3/2 SBCT during the period of deployment. The Contractor shall continue support to units and Strykers in CONUS (I.E., 2nd and 3RD Stryker Brigade Combat Teams).

C.20.1.2 FSR and Program Office Responsibilities.

C.20.1.2.1 The contractor (program office and FSRs) are responsible for the following duties:

- a) Aid in fault isolation to identify failures down to Raytheon product.
- b) Will support SBCT products (Raytheon) by removing and replacing failed items at forward locations when requested.
- c) Coordinate transactions to/from the areas of actions to the appropriate Raytheon facility for depot repair.
- d) Track all assets and maintenance actions on failed items and determine warranty/non-warranty items.
- e) The contractor will provide sufficient resources to support the Field Service Representatives in the performance of their duties. This may include logistics from the contractors CONUS location for obtaining parts for repair for the forward deployed FSRs along with providing technical assistance in determining the causes of failure and remedies of failures. In addition, operations support personnel shall handle all international shipping as required, to support the return and receipt of new and repaired items. The contractor shall also provide periodic detailed program status and information to the Government program office in accordance with CDRL TBD. The contractors ISP (Expeditor) FSR shall provide support for intransient shipments of spares and repair items to/from the theater of operation and to/from the contractors depot facility.
- f) The contractor shall be responsible for the management of spares inventory used for repair of the systems that are deployed. These spares consist of those spares made available from the Government to support the deployed systems. And may include new spares and repair material that is required to provide the maximum operational readiness possible. The Contractor shall not repair items where the repair cost exceeds 100% of the replacement cost. The Contractor shall track repair costs related to repair of any repairable item issued. These repair costs shall be recorded in the Contractors database and delivered with reports described in CDRL A004.

- C.20.1.2.2 The contractor shall manage the tracking of maintenance actions and material under his control during the contingency operations using the Total Asset Management System (TAMS). The system provides data, including:
- a. System location/quantity
  - b. Condition
  - c. Demand rates
  - d. Maintenance actions records
  - e. Asset tracking
  - f. Requisitioning access/status.

The data provided by this system, along with intensive management by the entire Raytheon BCT team, will ensure that the necessary spares are available to meet operational readiness.

C.20.1.2.3 Reserved

C.20.1.3 The Government shall provide assistance to insure the Contractor can meet deployment requirements. Specifically, but not limited to, medical support; satellite phones, digital pagers, and applicable accessories; shelters; transportation; and power generating equipment shall be provided as GFP.

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C.20.1.4 The Government may direct the Contractor to perform services in support of a contingency or exercise, as provided by law or defined by the applicable Army Service Component Command. Services shall be performed in the Intermediate Sustainment Base (ISB) or corps rear area in support of the contingency or exercise. Contractor personnel may provide support at the Brigade Support Battalion (BSB) or with a Combat Repair Team (CRT) if authorized by Army component commander.

C.20.1.5 The Contractor shall develop and maintain a deployment plan and checklist for personnel who will deploy in support of contingency operations. The deployment plan shall follow guidelines set forth in AMC-P 715-18 and DA PAM 715-16. The Contractor shall certify that deploying Contractor personnel have completed the applicable administrative requirements set forth in the Contractors Deployment Checklist and provide a certified copy to the PM BCT Office.

C.20.1.6 Contractor personnel shall be administratively assigned to the Logistics Support Element (LSE) for accountability, administrative support and life support.

C.20.2 Repair of Failed SRUs/LRUs in Support of Deployment Operations

C.20.2.1 Reserved

C.20.2.2 Initial shipment of the ASL/PLL shall be provided by the Government coinciding with the deployment of the 3/2 Stryker Brigade. Once deployment has occurred, shipments of failures will be made by the contractor conforming to the procedures established for the SBCT by using both military and commercial means as applicable.

C.20.2.2.1 When required to meet program requirements and maintain the Stryker readiness of deployed vehicles, the Contractor shall ship spares and/or unserviceable parts and repairs into and out of the Theater Distribution Center (TDC) Ramstien, Germany. The Contractor shall also ship the spares and unserviceable material into and out of the Forward Repair Activity (FRA) in Balad, Iraq when and if the Army's Transcom is unable to provide support in a timely manner that assures the vehicles are operational.

C.20.2.3 The contractor shall be authorized costs associated with expedited delivery to support deployment operations. During deployment operations Contractor shall provide 24/7 on call support.

C.20.2.4 The Government shall provide disposition instructions for parts not consumed during the deployment operation.

C.20.2.5 Depot Repairs

C.20.2.5.1 The contractor shall utilized existing facilities and resources to accomplish the repair of all items from MITAS or LRAS3 failures occurring during this contingency deployment. The repair of Line Replaceable Unit (LRU) shall be performed at the Forward Repair Activity (FRA) and the repair of Shop Replaceable Units (SRU) shall be performed at the Contractor's CONUS depot repair facility. The items will be repaired using the contractors approved Standard Repair Procedures (SRPs) to bring the item to a functionally serviceable condition. Upon completion on the repair, the contractor will return the item to the ISP to reinsert the item into the SBCT repair pipeline. The contractor will use good faith efforts to repair the failed item to the latest production configuration while using the most expeditious manner to return the failed item to the spares pipeline.

C.20.3 Management

C.20.3.1 The Contractor shall ensure that all Contractor employees including its sub-contractors, comply with all guidance, instructions and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This includes any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, safety, and unit cohesion.

C.20.3.2 The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all Contractor employee performance and conduct problems identified by the cognizant Contracting Officer or his/her designated representative. The Contracting Officer may direct the Contractor to remove or replace any Contractor employee failing to adhere to instructions and General Orders issued by the Theater Commander or his/her designated representative.

C.20.4 Accounting for Personnel (Systems, External and Theater Support)

C.20.4.1 The Contractor shall report its employees, including third country nationals, entering and/or leaving the theater of operations by name, citizenship, location, Social Security Number (SSN) or other official identity document number to the AMC FWD, LSE, LAO, COR and/or and Theater Commander.

C.20.4.2 For badging and security purposes, the Contractor shall provide the Army with a list of all suitable or qualified employees (including qualified sub-contractors and/or vendors used in the area of operations) with all required identification and documentation information. Changes/updates shall be coordinated with Army representative(s) at Theater specific in-processing sites.

C.20.5 Risk Assessments and Mitigation

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C.20.5.1 The Contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions. The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of a contingency deployment involving military operations.

C.20.5.2 The Contractor shall replace employees within one (1) week, dependent upon deployment requirements (i.e. CRC Requirements), or as directed by the Contracting Officer, if the employee shall be unavailable after an authorized pass/leave period.

C.20.5.3 The Contractor shall designate a point of contact for all of its plans and operations. The Contractor shall prepare plans for support of military operations in-country as required, or as directed by the Contracting Officer.

C.20.6 Force Protection

C.20.6.1 The Army shall provide force protection to Contractor employees commensurate with that given to Department of the Army civilians and military personnel in the area of operations, unless otherwise specified in the contract.

C.20.7 Reception, Staging, Onward Movement and Integration (RSO&I)

C.20.7.1 Upon arrival in the area of operations, Contractor employees shall receive Reception, Staging, Onward movement and Integration, as directed by the Logistics Support Element (LSE), Contracting Officer or his/her designated representative. The Contractor shall be prepared to move contract material and equipment using U.S. Government transportation and comply with applicable transportation regulations, such as; MILSTAMP, etc., for safety, packaging, tie-down, etc.

C.20.8 Pay

C.20.8.1 The Government is not a party to the employee-employer relationship. Any questions, which Contractor employees have regarding pay, should be discussed with the Contractor.

C.20.9 Tour of Duty/Hours of Work

C.20.9.1 Tour of Duty is defined as the length of deployment. Hours of Work is defined as the hours worked during an 8 hour workday. A work week is defined as 40 hours worked in 7 consecutive days. Prior to deployment the Contracting Officer shall provide the Contractor with the anticipated tour and duration of duty The Contractor shall comply with all duty hours and tours of duty identified by the Contracting Officer. The Contracting Officer may modify the work schedule to ensure the Governments ability to continue to execute its mission. The Contractor shall be available to work extended hours to perform mission essential tasks. For the purpose of calculating overtime premiums, time worked in excess of 40 hours in one 7 day work week shall be considered overtime.

C.20.10 On-Call Duty

C.20.10.1 The Contractor shall be available to work (i.e. on-call) during other than regular hours to perform mission essential tasks.

C.20.11 RESERVED

C.20.12 Deployment Processing

C.20.12.1 The Government is responsible for providing information and assistance in meeting the requirements necessary for deployment. Deployment processing shall include, as a minimum, all Government required procedures such as medical examinations, and immunizations. If central processing is required, the Contractor employees shall be issued Letters of Accreditation for processing through a specific CONUS Replacement Center/Individual Deployment Site (CRC/IDS) and for the duration of the tour of duty. The Contractor is responsible for travel to the CRC/IDS or other CONUS departure point. The Government is responsible for providing transportation for contractor personnel from the CRC/IDS to final overseas location. If a CRC/IDS CONUS departure point is not used, the Contractor shall receive an equitable adjustment for all reasonable travel costs incurred in deployment of Contractor employees.

C.20.12.2 The Contracting Officer shall identify to the Contractor all required mission training and the location of the required training. The Contractor shall ensure that all deploying employees are available for all required mission training. The Contracting Officer shall inform the Contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards. The U.S. Government shall provide the Contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.

C.20.12.3 As part of the Preparation for Oversea Movement (POM) processing for Contractor employees, the Governments POM activities at the home station or the CRC shall screen Contractor personnel records, conduct theater specific briefing and training, issue theater/environmental specific clothing and individual equipment, verify that medical requirements (such as immunizations, DNA screening, HIV testing and dental examinations) for deployment have been met, and arrange for transportation to the theater of operation. While POM processing at the CRC/IDS, the Government shall furnish life support to include lodging and meals, but shall charge a nominal fee for meals.

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C.20.12.4 Contractor employees shall receive from the Government the following four (4) distinct forms of identification at home station or at the CRC/IDS processing point. If a CRC/IDS processing point is not used then, the Contracting Office shall provide assistance with obtaining identification document listed below before deployment. Identification documents shall indicate that the Contractor employee as FSR (GS12 equivalent). Upon redeployment, the Contractor shall ensure that all issued controlled identification cards and tags are returned to the Government.

DD Form 1173, Uniform Services Identification Card or SMART card with Equivalent Grades identified above

DD Form 489, Geneva Convention Identify Card with GS-09 Equivalent Grade or higher

Personal identification tags (i.e., dog tags)

Theater Identification Card, if applicable

C.20.13 Medical Screening

C.20.13.1 It is the responsibility of the Contractor to provide qualified, capable personnel who meet the physical standards and medical requirements to perform the contracted duties in designated theater of operations. The Government may provide some or all of the required deployment screening.

C.20.13.2 The Government may perform medical screening at the CONUS Replacement Center. The screening shall include DNA sampling and immunizations, if not previously conducted, for Contractors deploying OCONUS.

C.20.13.3 When applicable or in accordance with a standing contract, the Government shall provide to Contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

C.20.13.4 Deploying civilian Contractor personnel shall carry with them a minimum of a 90-day supply of medications. Upon arrival in the area of operations, the Logistical Assistance Office (LAO) or Contracting Officer Representative (COR) shall coordinate with the supporting medical unit to ensure the future availability of prescription medications and to obtain such medications.

C.20.14 Letters of Accreditation

C.20.14.1 In order to process through the designated CRC/IDS and receive Government transportation from the CRC/IDS to the theater of operations, intra theater, and return, the Government shall provide each Contractor employee with Letters of Accreditation. These Letters of Accreditation shall be prepared by the Contracting Officer and authorized by the supporting installation. These Letters of Accreditation shall state the intended length of assignment in the area of operation and shall identify planned use of Government facilities and privileges in the theater of operations, as authorized by the contract.

C.20.15 Clothing And Equipment Issue

C.20.15.1 Contractors accompanying the force are not authorized to wear military uniforms except for specific items required for safety and security. Items of personal clothing and personal care, to include both casual attire and work clothing required by the particular assignment, are the responsibility of the individual Contractor employee and shall not be issued at the deployment center. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely effecting the Governments tactical position in the field. Guidelines are within Pamphlet AMC-P715 and DA PAM 715-16. It is up to the Contractor to insure that duty uniforms do not present a problem for the field commander or to be so similar to the Armed Services uniform to create confusion.

C.20.15.2 If required by the Theater Commander, however, the deployment-processing center shall issue Organizational Clothing and Individual Equipment (OCIE) to Contractor personnel. The Contractor or Contractor employee shall sign for all issued organizational clothing and individual equipment, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment. Contractor employees shall be responsible for maintaining and returning all issued clothing and equipment back to the place of issuance upon returning from the theater of operation. In the event that issued clothing and/or equipment is lost or damaged due to negligence, a Raytheon Company Loss, Damaged, Destruct, form shall be submitted to Raytheon Company Property for appropriate action and relief from property accountability.

C.20.16 Weapons and Training

C.20.16.1 The Government shall provide force protection for Contractor personnel. The Government may issue sidearms to Contractor employees for their personal self-defense. The issuance of such weapons must be authorized by the Theater Commander and must comply with military regulations regarding firearms training and safe handling. However, Contractor employees shall not possess personally owned firearms in the area of operations. The acceptance of self-defense weapons by a Contractor is voluntary and should be in accordance with the employers company policy regarding possession and/or use of weapons. When accepted, the Contractor employee is responsible for using

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the weapon in accordance with the applicable rules governing the use of force. Also when accepted, only military issued ammunition may be used in the weapon. The Contractor employee is legally liable for any use that is not in accordance with the rules of engagement. The Contractor employee must be aware that they may incur civil and criminal liability, both under Host Nation Law or U.S. Criminal and Civil Law, for improper or illegal use of weapons.

C.20.16.2 Prior to issuing any weapons to Contractor employees, the Government shall provide the Contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The Theater Commander is responsible to ensure that armed Contractors receive training in the rules of engagement, the rule governing the use of force, and the law of war. The Contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

C.20.16.3 Upon redeployment or notification by the Government, the Contractor shall ensure that all Government issued weapons and ammunition are returned to Government control.

C.20.17 Legal Assistance

C.20.17.1 Contractor employees supporting a contingency deployment and are accompanying the Armed Forces of the U.S. outside the U.S., shall receive certain legal assistance from Army lawyers as part of their deployment support.

C.20.17.2 If legal assistance is provided while Contractor employees are deployed in the theater of operations, it must be in accordance with applicable international or host nation agreements.

C.20.17.3 The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to simple wills, powers of attorney, and advanced medical directives), and help retaining non-DOD civilian attorneys.

C.20.18 Mission Training

C.20.18.1 The CRC/IDS shall provide mission training designed to provide deploying individuals with a basic knowledge of what they can expect once they deploy into the theater of operations. Training shall cover areas such as the Geneva Convention, Code of Conduct, Health and Sanitation, Legal Assistance, Customs and Courtesies for the area of deployment, applicable Status of Forces Agreement, Security, Weapons Familiarization and any additional training dictated by the special circumstances of the deployment and approved by the Theater Commander.

C.20.19 Vehicle and Equipment Operation

C.20.19.1 The Contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the area of operations in accordance with the statement of work. Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the Contracting Officer or his/her representative. The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment.

C.20.20 Passports/Visas

C.20.20.1 The Contractor is responsible for obtaining all passports and visas. Contractor employees are required to carry a valid passport at all times when deployed and traveling overseas in support of military operations. Requirements for visas shall be determined by the country of deployment/travel and obtained from the appropriate embassy prior to deployment. The Government shall provide assistance to the Contractor in obtaining visas to countries if requested by the Contractor and required to meet the contingency deployment schedule.

C.20.21 Customs Processing and Entrance and Exit Processing

C.20.21.1 While entering and exiting a foreign country, Contractor employees shall be subject to the customs processing procedures, laws, agreements, and duties of the countries in which the Contractor is deploying. Details for a Contractor employees deployment shall be fully explained during the deployment processing. If CRC/IDS processing is not utilized, it is the responsibility of the Contractor to provide the relevant information to the Contractor employees prior to deployment. When returning, Contractor employees shall also be subject to U.S re-entry customs requirements in effect at the time of re-entry.

C.20.21.2 The Contracting Officer shall determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of Contractor employees per U.S. Customs Service rates and restrictions.

C.20.22 Living Under Field Conditions

C.20.22.1 The Government shall provide Contractor employees deployed in the area of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the area of operations, unless otherwise specified in the contract. In the

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event that the Government does not provide services or goods promised and the Contractor must obtain said services or goods elsewhere, the Contractor shall be equitably reimbursed in accordance with the contract.

C.20.23 Medical and Dental Care

C.20.23.1 Military and/or host nation medical and dental care shall be available should the need arise, at a level commensurate with that afforded Government employees and military personnel.

C.20.24 Morale, Welfare, Recreation (MWR) and Support Services

C.20.24.1 Contractor employees working within the theater of operations shall, to the maximum extent possible, be eligible to use MWR facilities, activities, and services subject to the installation or Theater Commanders discretion and the terms of the contract. Contractor employees shall be eligible for use of Army and Air Force Exchange Service (AAFES) facilities for health and comfort items. Use of these facilities shall be based on installation and Theater Commanders discretion, the terms of the contract with the Government, and the terms of the applicable Status of Forces Agreement (SOFA).

C.20.25 Status of Forces Agreements (SOFA)

C.20.25.1 SOFA is an international agreement between two or more Governments that provide for various privileges, immunities and responsibilities, as well as the rights and responsibilities of individual members of the sending states force. The Contractor shall adhere to all relevant provisions of applicable SOFA and other similar related agreements.

C.20.26 Uniform Code Of Military Justice (UCMJ)

C.20.26.1 Civilian and Contractor employees are subject to military law when serving with or accompanying an armed force only in time of war. The U.S. Supreme Court has ruled in time of war to mean a congressionally declared war. Contractor employees shall not be subject to the UCMJ in a typical contingency operation.

C.20.27 Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000.

C.20.27.1 Amended Title 18, U.S. Code, establishes Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

C.20.27.2 Essentially, the Act applies to anyone who engages in conduct outside the U.S. that would constitute an offense punishable by imprisonment for more than one year, the same as the offense had been committed within the jurisdiction of the U.S. C.11.36.3 The person must be employed by or accompanying the Armed Forces outside the U.S. The term employed by the Armed Forces outside the U.S. means employed as a civilian employee of DoD, as a DoD Contractor or an employee of a DoD Contractor, who is present or residing outside the U.S. in connection with such employment, and is not a national of or ordinarily resident in the host nation. The term accompanying the Armed Forces outside the U.S. means a family member of a member of the Armed Forces, a civilian employee of the DoD, a DoD Contractor or an employee of a DoD Contractor, not a national of or ordinarily resident in the host nation.

C.20.28 Health and Life Insurance

C.20.28.1 The U.S. Army has no statutory obligation to provide a Contractor employee with any health insurance. The Government may reimburse some life insurance costs as a result of overseas deployment.

C.20.29 Next of Kin Notification

C.20.29.1 Before deployment, the Contractor shall ensure that each Contractor employee completes, and updates as necessary, a DD Form 93, Record of Emergency Data Card or equivalent. The form shall be retained by the Contractor with a copy provided the Contracting Officers Representative (COR) or designated Government official.

C.20.30 Return Processing Procedures

C.20.30.1 Upon completion of the deployment or other authorized release, the Government shall authorize Contractor employee transportation from the area of operations to the designated CRC/IDS site. At the return processing center the Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractors employees are returned to Government control upon completion of the deployment. The Contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns. The Contractor is responsible for transportation

C.20.31 Evacuation

C.20.31.1 As required by the operational situation, the Government shall relocate Contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate



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them from the theater of operations. Orders to relocate can be handled as a change in the place of performance.

C.20.31.2 The Contracting Officer may direct evacuation of Contractor employees deployed in support of contingency operations upon a determination that there is an imminent increased threat to the safety, health, or welfare of the Contractor employees and an evacuation is necessary to secure their health, safety, and/or welfare. The Contracting Officers evacuation direction shall be in writing or shall be promptly confirmed in writing.

C.20.31.3 If the Contractor reasonably believes there to be an imminent increased threat to the safety, health, and/or welfare of the Contractor employees, the Contractor may request the Contracting Officer to direct the evacuation of those personnel. This request shall be in writing or shall promptly be confirmed in writing and shall detail the circumstances constituting an imminent increased threat to the safety, health, and/or welfare of the contract employees. The Contracting Offices, after discussions with the Theater Command of the host nation and other Government Official(s) to the extent the Contracting Officer considers them advisable, shall direct evacuation of Contractor employees or shall deny the request.

C.20.32 Deployment Phases

C.20.32.1 Contractor support for a contingency operation will be for a maximum period of twelve (12) months segregated into two (2) distinct 6-month phases as described in Section H, Paragraph H.29. Phase 1 shall be six (6) in duration starting on the date of contract award. Phase 2 shall be a priced optioned for an additional six (6) months of effort following the end of Phase 1. The Government may exercise Phase 2 by providing the Contractor notice within approximately thirty (30) days prior to the completion of Phase 1.

\*\*\* END OF NARRATIVE C 002 \*\*\*

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SECTION H - SPECIAL CONTRACT REQUIREMENTS  
H.29 CONTINGENCY DEPLOYMENT SUPPORT OPTION

H.29.1 The Contractor shall have the unilateral right to exercise the option specified in Paragraph C.20, entitle "Contractor Support During Contingency Operations." The period of performance for this option is estimated to be twelve (12) months OCONUS, if exercised. The Government shall have the right to exercise the Contingency Deployment Support Option in the phases and prices described in H.29.2 below.

H.29.2.1 Phase 1 - Ramp-up to prepare for six (6) months of deployment support. Upon exercise of this phase, the Contractor shall immediately initiate all activities necessary (labor, CONUS support, depot repair support) to prepare and prodvide support for a six (6) month OCONUS deployment effort. Total value of option: \$1,273,856(inclusive 8% fixed fee).

H.29.2.2 Phase 2 Priced Option - Deployment execution for an extended six (6) additional months beyond Phase 1. Phase 2 is contingent oon the exercise of Phase 1. The Government may exercise this phase by providing the Contractor notice within approximately 30 days prior to the completion of Phase 1. Upon exercise of this option, the Contractor shall immediately initiate all activities necessary to prepare for a deployment of an additional six (6) months, but not longer than a total of twelve (12) months, inclusive of Phase 1. Total value of option: \$1,273,856 (inclusive of 8% fixed fee).

\*\*\* END OF NARRATIVE H 002 \*\*\*